

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CITY OF PACIFICA**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CITY OF PACIFICA, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into Agreement 67461 for Congregate Nutrition, Meals on Wheels and Supplemental Meals on Wheels, and Transportation programs on July 26, 2005; and

WHEREAS, the parties amended the Agreement increasing the total amount by \$16,884 to \$120,466 by Resolution 67878 on March 28, 2006; and

WHEREAS, the parties wish to further amend the Agreement increasing funding for Meals on Wheels and Supplemental Meals on Wheels programs by \$15,285 for a total of \$135,751:

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3. of the agreement is amended to read as follows:

In consideration of the services provided by contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this contract exceed ONE HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS (\$135,751).

2. Exhibit A (revised 2/06) is replaced with Revised Exhibit A (revised 4/06).
3. Exhibit B (revised 2/06) is replaced with Revised Exhibit B (revised 4/06).
4. **All other terms and conditions of the agreement dated July 26, 2005,**

**between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Jerry Hill, President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

CITY OF PACIFICA

  
\_\_\_\_\_  
Contractor's Signature

Date: 5/30/06

## SCHEDULE A – AMENDMENT TWO

### CITY OF PACIFICA

#### FY 2005-2006 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Congregate Nutrition Program, the Meals on Wheels and Supplemental Meals on Wheels Programs, and a Transportation Program. Services described in this Schedule A reflect program performance requirements (units of service) during fiscal year July 1, 2005 through June 30, 2006. These programs shall operate in accordance with the California Department of Aging and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services of San Mateo County. A monitoring will be conducted annually and onsite, in accordance with the Area Agency on Aging Contract Monitoring Procedures Manual. Contractor agrees to provide requested programmatic and administrative documentation as part of the contract monitoring process.

#### I. CONGREGATE NUTRITION PROGRAM

##### 1. Units of Service

Contractor agrees to provide 400 unduplicated clients with 9,300 congregate meals, and four nutrition education presentations.

##### 2. Unit Definitions

**Meal:** To provide one meal which assures a minimum of one-third of the current Recommended Dietary Allowance for adults.

**Unit of Service: One meal**

**Nutrition Education:** To provide regularly scheduled programs on nutrition, diet and health promotion issues. Programs and materials are to be approved by a qualified dietician or nutritionist. Methods of education may include demonstrations, audio-visual presentations or small group discussions for congregate program participants. Handout materials may be used as the sole education component for home-delivered meal program participants.

**Unit of Service: One presentation**

##### 3. Program Requirements

Contractor agrees to:

- a. Conform to the appropriate federal, state and local requirements, especially the standards and practices identified in California Code of Regulations, Title 22, California Department of Aging Title III Program Manual and current California Uniform Retail Food Facilities Law

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(CURFFL), regarding safe and sanitary preparation and service of meals.

- b. Operate the program five days a week (or as negotiated for less or alternative service).

## II. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

### 1. Units of Service

Contractor agrees to provide 85 unduplicated senior clients with 11,000 home-delivered meals, five unduplicated clients with 763 supplemental home-delivered meals, four units of nutrition counseling, and four nutrition education presentations.

### 2. Unit Definitions

**Meal:** To provide one meal which assures a minimum of one-third of the current Recommended Dietary Allowance for adults.

**Unit of Service: One meal**

**Nutrition Counseling:** To provide individual dietary evaluation and counseling performed by a dietitian or nutritionist, which relate to normal or therapeutic nutritional needs. Nutrition counseling may be provided either in person or by telephone.

**Unit of Service: One hour**

**Nutrition Education:** To provide regularly scheduled programs on nutrition, diet and health promotion issues. Programs and materials are to be approved by a qualified dietician or nutritionist. Methods of education may include demonstrations, audio-visual presentations or small group discussions for congregate program participants. Handout materials may be used as the sole education component for home-delivered meal program participants.

**Unit of Service: One presentation**

### 3. Program Requirements

Contractor agrees to:

- a. Conform to the appropriate federal, state and local requirements, especially the standards and practices identified in California Code of Regulations, Title 22, California Department of Aging Title III Program Manual, current California Uniform Retail Food Facilities Law (CURFFL) and policies and procedures as set forth in Meals on Wheels Policy (rev 11/96).

- b. Operate the program five days of service each week, Monday through Friday. Weekend and extra meal service shall be provided in accordance with Meals on Wheels Policy.
- c. Provide nutrition counseling for clients of Meals on Wheels and Supplemental Meals on Wheels who require the service, who are referred by physician's order for special diets, and who are determined by the Nutritional Screening Initiative to be at risk.
- d. Participate in Meals on Wheels Coalition meetings.

### III. TRANSPORTATION PROGRAM

#### 1. Units of Service

Contractor agrees to provide 65 unduplicated clients with 3,375 trips.

#### 2. Unit Definition

**Transportation:** To take a client from one location (home, senior center facility, etc.) to another.

**Unit of Service: One one-way trip**

#### 3. Program Requirements

Contractor agrees to:

- a. Coordinate services with all other relevant transit, especially paratransit services available from Redi-Wheels and Redi-Coast.
- b. Bill additional transportation services to the contract only if the client is allowed to pay a suggested contribution and will not be denied services if he/she is unable to pay.
- c. Provide transportation for clients of senior centers or adult day programs as the established priority. Agencies should provide additional shopping assistance or medical trip services only if there is a defined need and only if resources permit.

## **SCHEDULE B – AMENDMENT TWO**

### **CITY OF PACIFICA**

#### **FY 2005-2006 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Congregate Nutrition Program, the Meals on Wheels and Supplemental Meals on Wheels Programs, and a Transportation Program. Services described in this Schedule B reflect program funding and payment methods during fiscal year July 1, 2005 through June 30, 2006. These programs shall operate in accordance with the California Department of Aging and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services of San Mateo County. Funds shall be used to subsidize the fees of seniors who are unable to pay the full cost of services.

#### **I. CONGREGATE NUTRITION PROGRAM**

Aging and Adult Services (AAS) will pay the contractor in consideration of Congregate Nutrition Program services rendered through combined OAA and Nutrition Services Incentive Program (NSIP) funds, the rate of \$3.70 per senior meal.

AAS will pay the contractor a total of \$2,194 for equipment and supplies for the Congregate Nutrition Program.

The maximum reimbursement for the Congregate Nutrition Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed THIRTY-SIX THOUSAND SIX HUNDRED FOUR DOLLARS (\$36,604).

#### **II. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS**

Aging and Adult Services will pay the contractor in consideration of Meals on Wheels Program services rendered through combined OAA and NSIP funds, the rate of \$5.00 per home-delivered meal, and in consideration of the Supplemental Meals on Wheels Program services rendered through the Meals on Wheels Trust, the rate of \$ 6.00 per supplemental home-delivered meal.

AAS will pay the contractor a total of \$28,865 for equipment and supplies for the Meals on Wheels Program.

The maximum reimbursement for the Meals on Wheels Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed EIGHTY-THREE THOUSAND EIGHT HUNDRED SIXTY-FIVE DOLLARS (\$83,865).

The maximum reimbursement for the Supplemental Meals on Wheels Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed

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FOUR THOUSAND FIVE HUNDRED SEVENTY-EIGHT DOLLARS (\$4,578).

### III. TRANSPORTATION PROGRAM

Aging and Adult Services will pay the contractor in consideration of Transportation Program services rendered through OAA funds, the rate of \$2.00 per trip.

The maximum reimbursement for the Transportation Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$6,750).

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Contractor is responsible for covering the cost of all components of each program outlined here above and shall be reimbursed for actual expenditures on the approved budget for each program.

A mid-year review, scheduled for January, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required.

In addition, Contractor agrees to:

- a. Submit client intake forms as appropriate, monthly program reports and invoices by the tenth (10<sup>th</sup>) of each month. (Invoices submitted more than two months past the month of service may not be reimbursed. Statistical reports submitted more than one month past the month of service may result in withholding of payments until reports are brought current.);
- b. Offer services throughout the twelve-month contract period, unless prior written approval is received from Aging and Adult Services; and
- c. Submit a closing report by July 31, 2006.

The maximum reimbursement for contracted services between San Mateo County Aging and Adult Services and City of Pacifica is \$131,797 in OAA, NSIP and Meals on Wheels Trust funds, and \$3,954 in County General Funds for general program support for a total amount of ONE HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS (\$135,751) for the contract term July 1, 2005 through June 30, 2006.